

# FARM LEASE

THIS LEASE is entered into this 11<sup>TH</sup> day of NOVEMBER, 2020, between HISCOCK FARMS, INC., c/o Eric Hiscock, 11546 2 Mile Road, Climax, MI 49034, hereinafter known as "Lessee", and the Battle Creek Tax Increment Finance Authority, hereinafter known as "Lessor", c/o Battle Creek Unlimited, 4950 West Dickman Road, Battle Creek, Michigan, 49037.

## Property Description

Lessor hereby grants the use of the following described property to the Lessee for agricultural production purposes:

### Description Parcel 1:

The west  $\frac{1}{2}$  of the southwest  $\frac{1}{4}$  of section 29 and 2 acres in the northwest corner of the east  $\frac{1}{2}$  of the southwest  $\frac{1}{4}$  of section 29, being 10 rods east and west and 32 rods north and south, all in town 2 south, range 8 west.

Excepting therefrom the following described parcels:

1. The west  $\frac{3}{16}$  of the west  $\frac{1}{2}$  of the southwest  $\frac{1}{4}$  of section 29, town 2 south, range 8 west.
2. Beginning at a point of the east and west  $\frac{1}{4}$  line of section 29, town 2 south, range 8 west, distant N89°27'12"E, 592.09 feet from the west  $\frac{1}{4}$  post of said section 29; thence continuing N89°27'12"E, 366.80 feet to a point on the southerly right-of-way line of I-94 expressway; thence S 75°40'18"E, along said right-of-way line, 548.09 feet; thence S00°11'05"W, 387.29 feet; thence S89°27'12"W, 898.32 feet; thence N00°11'05"E, 528.00 feet to the place of beginning.
3. Land previously deeded to the state highway commissioner of the State of Michigan for highway US-12, relocated (now I-94), by deed recorded in Liber 750, on page 207, Calhoun County Records.

### Description Parcel 2:

The west  $\frac{3}{16}$  of the west  $\frac{1}{2}$  of the southwest  $\frac{1}{4}$  of section 29, town 2 south, range 8 west, Calhoun County Records.

Tax ID # 0629-31-728-0 & 0079-00-430-1 (aka Watkins Road/Carstens property)

## General Term of Lease

1. The term of this lease shall be in effect for a period commencing January 1, 2021 and ending December 31, 2023 provided, however, Lessor may sooner terminate this lease by giving Lessee 30 days notice of same.

2. All amendments to this lease shall be in writing and shall be signed by both the Lessor and Lessee.
3. Both the Lessor and Lessee represent that no partnership is intended, nor is any partnership being created by this Lease.
4. The Lessor reserves the right for it, its agents, its employees, or its assigns to enter the farm at any reasonable time to:
  - 1) Consult with the tenant.
  - 2) Make repairs, improvements, and inspections.
  - 3) To show the real estate to others.

#### **Terms and Rates of Payment**

Lessee shall pay the Lessor as follows: \$140 per acre for 43 acres per year of said acreage which the parties agree and acknowledge are tillable.

All annual rents due shall be paid by December 1 of each lease year, unless otherwise agreed to in writing by both Lessee and Lessor.

Lessee agrees to use generally accepted cultivation and propagation practices in accordance with good farming techniques during the term of this lease. Lessor acknowledges Lessee has full rights to the proceeds from government payments as may arise from the planting of crops and maintaining of acreage bases during the term of this lease.

Lessor shall agree to allow Lessee to pledge growing crops and crops in storage to obtain necessary financing for operating loans as well as Commodity Credit Corporation loans. Any pledge by Lessee shall not, however, impair Lessor's right to possession of the premises upon termination of this lease.

#### **Reimbursement for Fertilizer and Other Chemicals Used by Lessee on the Site**

If Lessee applies fertilizer or other chemicals to the premises during any year of the three year term at this lease, then the parties agree that:

- (a) Lessee shall maintain site specific records showing the actual cost to Lessee for the purchase and application of said fertilizer/chemicals to this leased land; and
- (b) If Lessor terminates the lease early pursuant to its rights as herein provided during such year, then Lessor shall reimburse Lessee for the cost of the purchase and application of the fertilizer/chemicals; but

- (c) In no event shall the Lessee expend more than \$5,000 for fertilizer and chemicals or the application of same on the leased land nor shall Lessor be obligated to reimburse more than \$5,000 pursuant to this provision without the express, written consent of Lessor.

**Early Termination: Crop Losses;  
Reimbursement of Site Specific Expenses**

Lessor has reserved the right to terminate this lease upon 30 days notice to Lessee. This paragraph is meant to establish reimbursement of expenses and payments for lost crops if or when Lessor exercises that right to terminate.

If Lessor terminates this Lease by giving 30-day notice before Lessee has planted a crop in any calendar year, then no damages shall be payable by Lessor to Lessee and no rent payment shall be due from Lessee to Lessor.

If Lessor terminates this Lease by giving 30-day notice after Lessee has planted a crop in any calendar year of the term, then payment for lost, destroyed or abandoned crops will be based upon the lost yield per acre, determined by reference to the Michigan Agricultural Statistics forms for the most recent year and the price per bushel then extant, for each acre or part of an acre actually planted and lost, destroyed or abandoned off-set, however, by the rent payment due from Lessee to Lessor for that calendar year for the involved acreage.

**Signatures**

Lessor:

**Battle Creek Tax Increment Finance Authority**

By: 

Alana White

Its: Chairman

Date: 11/20/2020

Lessee:

**Hiscock Farms, Inc.**



Eric Hiscock

Its: PRESIDENT

Date: 11-11-20

Prepared by:

Mr. Joe Sobieralski  
Administrator  
Battle Creek Tax Increment Finance Authority  
4950 W. Dickman Road, Suite 1  
Battle Creek, MI 49037

# FARM LEASE

THIS LEASE is entered into this 11<sup>TH</sup> day of NOVEMBER, 2020, between HISCOCK FARMS, INC., c/o Eric Hiscock, 11546 2 Mile Road, Climax, MI 49034, hereinafter known as "Lessee", and the Battle Creek Tax Increment Finance Authority, hereinafter known as "Lessor", c/o Battle Creek Unlimited, 4950 West Dickman Road, Battle Creek, Michigan, 49037.

## Property Description

Lessor hereby leases the following described property to the Lessee for agricultural production purposes:

The North ½ of the Southeast ¼ of Section 20, T2S, R8W, City of Battle Creek, Calhoun County, Michigan, EXCEPT the North 150 feet of the East 291 feet of the Southeast ¼ of Section 20, T2S, R8W, City of Battle Creek, Calhoun County, Michigan.

Tax ID # 0070-00-550-00 (aka Stone Jug Road South property)

## General Term of Lease

1. The term of this lease shall be in effect for a period commencing January 1, 2021 and ending December 31, 2023 provided, however, Lessor may sooner terminate this lease by giving Lessee 30 days notice of same.
2. All amendments to this lease shall be in writing and shall be signed by both the Lessor and Lessee.
3. Both the Lessor and Lessee represent that no partnership is intended, nor is any partnership being created by this Lease.
4. The Lessor reserves the right for it, its agents, its employees, or its assigns to enter the farm at any reasonable time to:
  - 1) Consult with the tenant.
  - 2) Make repairs, improvements, and inspections.
  - 3) To show the real estate to others.

### **Terms and Rates of Payment**

Lessee shall pay the Lessor as follows: \$140 per acre for 54 acres per year of said acreage which the parties agree and acknowledge are tillable.

All annual rents due shall be paid by December 1 of each lease year, unless otherwise agreed to in writing by both Lessee and Lessor.

Lessee agrees to use generally accepted cultivation and propagation practices in accordance with good farming techniques during the term of this lease. Lessor acknowledges Lessee has full rights to the proceeds from government payments as may arise from the planting of crops and maintaining of acreage bases during the term of this lease.

Lessor shall agree to allow Lessee to pledge growing crops and crops in storage to obtain necessary financing for operating loans as well as Commodity Credit Corporation loans. Any pledge by Lessee shall not, however, impair Lessor's right to possession of the premises upon termination of this lease.

### **Reimbursement for Fertilizer and Other Chemicals Used by Lessee on the Site**

If Lessee applies fertilizer or other chemicals to the premises during any year of the three year term at this lease, then the parties agree that:

- (a) Lessee shall maintain site specific records showing the actual cost to Lessee for the purchase and application of said fertilizer/chemicals to this leased land; and
- (b) If Lessor terminates the lease early pursuant to its rights as herein provided during such year, then Lessor shall reimburse Lessee for the cost of the purchase and application of the fertilizer/chemicals; but
- (c) In no event shall the Lessee expend more than \$5,000 for fertilizer and chemicals or the application of same on the leased land nor shall Lessor be obligated to reimburse more than \$5,000 pursuant to this provision without the express, written consent of Lessor.

### **Early Termination: Crop Losses; Reimbursement of Site Specific Expenses**

Lessor has reserved the right to terminate this lease upon 30 days notice to Lessee. This paragraph is meant to establish reimbursement of expenses and payments for lost crops if or when Lessor exercises that right to terminate.

If Lessor terminates this Lease by giving 30-day notice before Lessee has planted a crop in any calendar year, then no damages shall be payable by Lessor to Lessee for lost crops and no rent payment shall be due from Lessee to Lessor.

If Lessor terminates this Lease by giving 30-day notice after Lessee has planted a crop in any calendar year of the term, then payment for lost, destroyed or abandoned crops will be based upon the lost yield per acre, determined by reference to the Michigan Agricultural Statistics forms for the most recent year and the price per bushel then extant, for each acre or part of an acre actually planted and lost, destroyed or abandoned off-set, however, by the rent payment due from Lessee to Lessor for that calendar year for the involved acreage.

### Signatures

Lessor:

**Battle Creek Tax Increment Finance Authority**

By: 

Alana White

Its: Chairman

Date: 11/20/2020

Lessee:

**Hiscock Farms, Inc.**



Eric Hiscock

Its: PRESIDENT

Date: 11-11-20

Prepared by:

\_\_\_\_\_  
Mr. Joe Sobieralski  
Administrator  
Battle Creek Tax Increment Finance Authority  
4950 W. Dickman Road, Suite 1  
Battle Creek, MI 49037

# FARM LEASE

THIS LEASE is entered into this 11<sup>TH</sup> day of NOVEMBER, 2020, between HISCOCK FARMS, INC., c/o Eric Hiscock, 11546 2 Mile Road, Climax, MI 49034, hereinafter known as "Lessee", and the Battle Creek Tax Increment Finance Authority, hereinafter known as "Lessor", c/o Battle Creek Unlimited, 4950 West Dickman Road, Battle Creek, Michigan, 49037.

## Property Description

Lessor hereby grants the use of the following described property to the Lessee for agricultural production purposes:

Parcel 1: SEE ATTACHED LEGAL DESCRIPTION

PARCEL ID: 0066-00-470-0 (aka West Columbia Avenue property)

## General Term of Lease

1. The term of this lease shall be in effect for a period commencing January 1, 2021 and ending December 31, 2023 provided, however, Lessor may sooner terminate this lease by giving Lessee 30 days notice of same.
2. All amendments to this lease shall be in writing and shall be signed by both the Lessor and Lessee.
3. Both the Lessor and Lessee represent that no partnership is intended, nor is any partnership being created by this Lease.
4. The Lessor reserves the right for it, its agents, its employees, or its assigns to enter the farm at any reasonable time to:
  - 1) Consult with the tenant.
  - 2) Make repairs, improvements, and inspections.
  - 3) To show the real estate to others.

## Terms and Rates of Payment

Lessee shall pay the Lessor as follows: \$140 per acre for 49.3 tillable acres per year of said acreage which the parties agree and acknowledge are tillable.

All annual rents due shall be paid by December 1 of each lease year, unless otherwise agreed to in writing by both Lessee and Lessor.

Lessee agrees to use generally accepted cultivation and propagation practices in accordance with good farming techniques during the term of this lease. Lessor acknowledges Lessee has full rights to the proceeds from government payments as may arise from the planting of crops and maintaining of acreage bases during the term of this lease.

Lessor shall agree to allow Lessee to pledge growing crops and crops in storage to obtain necessary financing for operating loans as well as Commodity Credit Corporation loans. Any pledge by Lessee shall not, however, impair Lessor's right to possession of the premises upon termination of this lease.

**Reimbursement for Fertilizer and Other Chemicals**  
**Used by Lessee on the Site**

If Lessee applies fertilizer or other chemicals to the premises during any year of the ~~two~~<sup>three</sup> year term at this lease, then the parties agree that:

- (a) Lessee shall maintain site specific records showing the actual cost to Lessee for the purchase and application of said fertilizer/chemicals to this leased land; and
- (b) If Lessor terminates the lease early pursuant to its rights as herein provided during such year, then Lessor shall reimburse Lessee for the cost of the purchase and application of the fertilizer/chemicals; but
- (c) In no event shall the Lessee expend more than \$5,000 for fertilizer and chemicals or the application of same on the leased land nor shall Lessor be obligated to reimburse more than \$5,000 pursuant to this provision without the express, written consent of Lessor.

**Early Termination: Crop Losses;**  
**Reimbursement of Site Specific Expenses**

Lessor has reserved the right to terminate this lease upon 30 days notice to Lessee. This paragraph is meant to establish reimbursement of expenses and payments for lost crops if or when Lessor exercises that right to terminate.

If Lessor terminates this Lease by giving 30-day notice before Lessee has planted a crop in any calendar year, then no damages shall be payable by Lessor to Lessee and no rent payment shall be due from Lessee to Lessor.

If Lessor terminates this Lease by giving 30-day notice after Lessee has planted a crop in any calendar year of the term, then payment for lost, destroyed or abandoned crops will be based upon the lost yield per acre, determined by reference to the Michigan Agricultural Statistics forms for the most recent year and the price per bushel then extant, for each acre or part of an acre actually planted and lost, destroyed or abandoned off-set, however, by the rent payment due from Lessee to Lessor for that calendar year for the involved acreage.

## Signatures

Lessor:

**Battle Creek Tax Increment Finance Authority**

By: 

Alana White  
Its: Chairman

Date: 11/20/2020

Lessee:

**Hiscock Farms, Inc.**



Eric Hiscock

Its: PRESIDENT

Date: 11-11-20

Prepared by:

Mr. Joe Sobieralski  
Administrator  
Battle Creek Tax Increment Finance Authority  
4950 W. Dickman Road, Suite 1  
Battle Creek, MI 49037

Parcel 1:

**Legal Description**

Land in the City of Battle Creek, Calhoun County, Michigan, described as follows:

Land in Section 16 of Battle Creek Township, (now City of Battle Creek), Town 2 South, Range 8 West, specifically the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , ALSO, the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , EXCEPT, the East 5 feet of the North 662.75 feet thereof, ALSO EXCEPT the West 255 feet of the East 260 feet of the North 485.60 feet thereof, and ALSO EXCEPT, Beginning at the Northwest corner of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 16, Town 2 South, Range 8 West, said point being S89°39'46"E, 1321.64 feet from the West  $\frac{1}{4}$  post of said Section 16; thence S89°39'46"E, along the East & West  $\frac{1}{4}$  line of said Section 16 a distance of 495.00 feet; thence S00°04'02"W parallel with the West line of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 16 a distance of 1325.65 feet to the South line of said Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 16; thence N89°36'53"W along said South line, 495.00 feet to the Southwest corner of said Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 16; thence N00°04'02"E along said West line of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 16 a distance of 1325.15 feet to the point of beginning.

SUBJECT to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SUBJECT to easements and restrictions of record.

Tax ID. #0066-00-470-0

## FARM LEASE

THIS LEASE is entered into this 11<sup>th</sup> day of November, 2020, between HISCOCK FARMS, INC., c/o Eric Hiscock, 11546 2 Mile Road, Climax, MI 49034, hereinafter known as "Lessee", and the Battle Creek Tax Increment Finance Authority, hereinafter known as "Lessor", c/o Battle Creek Unlimited, 4950 West Dickman Road, Battle Creek, Michigan, 49037.

### Property Description

Lessor hereby grants the use of the following described property to the Lessee for agricultural production purposes:

Parcel 1: The North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 16, Town 2 South, Range 8 West, City of Battle Creek, Calhoun County, Michigan, being more particularly described as:

Beginning at a point on the West line of Section 16, Town 2 South, Range 8 West, distant N00°00'00"E. 662.03 feet from the Southwest corner of said Section 16; thence N00°00'00"E along said East Section line 662.03 feet to the North line of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 16; thence S89°36'53"E along said North line 2640.20 feet to the North and South  $\frac{1}{4}$  line of said Section 16; thence S00°08'03"W along said North and South  $\frac{1}{4}$  line, 663.12 feet to the South line of the North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 16; thence N89°35'27"W, 2638.65 feet to the point of beginning.

SUBJECT to the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes.

SUBJECT to easements and restrictions of record.

PARCEL ID: 52-0066-00-430-0

Parcel 2: The East  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of Section 16, Town 2 South, Range 8 West, City of Battle Creek, Calhoun County, Michigan, being more particularly described as:

Beginning at the South  $\frac{1}{4}$  corner of Section 16, Town 2 South, Range 8 West; thence N89°34'00"W along the South line of said Section 16, a distance of 1318.55 feet; thence N00°04'02"E, 662.57 feet to the North line of the South  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 16; thence S89°35'27"E, along said North line 1319.32 feet to the North and South  $\frac{1}{4}$  line of said Section 16; thence S00°08'03"W, along said North and South  $\frac{1}{4}$  line 663.12 feet to the point of beginning.

SUBJECT to easements and restrictions of record.

PARCEL ID: 52-0066-00-440-0

Note, both parcels may hereafter be consolidated under Parcel ID: 0616-35-499-0  
(aka Stone Jug Road North property)

### **General Term of Lease**

1. The term of this lease shall be in effect for a period commencing January 1, 2021 and ending December 31, 2023 provided, however, Lessor may sooner terminate this lease by giving Lessee 30 days notice of same.
2. All amendments to this lease shall be in writing and shall be signed by both the Lessor and Lessee.
3. Both the Lessor and Lessee represent that no partnership is intended, nor is any partnership being created by this Lease.
4. The Lessor reserves the right for it, its agents, its employees, or its assigns to enter the farm at any reasonable time to:
  - 1) Consult with the tenant.
  - 2) Make repairs, improvements, and inspections.
  - 3) To show the real estate to others.

### **Terms and Rates of Payment**

Lessee shall pay the Lessor as follows: \$140 per acre for 52 tillable acres, within the total 60+ acre parcel, per year of said acreage which the parties agree and acknowledge are tillable.

All annual rents due shall be paid by December 1 of each lease year, unless otherwise agreed to in writing by both Lessee and Lessor.

Lessee agrees to use generally accepted cultivation and propagation practices in accordance with good farming techniques during the term of this lease. Lessor acknowledges Lessee has full rights to the proceeds from government payments as may arise from the planting of crops and maintaining of acreage bases during the term of this lease.

Lessor shall agree to allow Lessee to pledge growing crops and crops in storage to obtain necessary financing for operating loans as well as Commodity Credit Corporation loans. Any pledge by Lessee shall not, however, impair Lessor's right to possession of the premises upon termination of this lease.

### **Reimbursement for Fertilizer and Other Chemicals Used by Lessee on the Site**

If Lessee applies fertilizer or other chemicals to the premises during any year of the ~~two~~<sup>three</sup> year term at this lease, then the parties agree that:

- (a) Lessee shall maintain site specific records showing the actual cost to Lessee for the purchase and application of said fertilizer/chemicals to this leased land; and
- (b) If Lessor terminates the lease early pursuant to its rights as herein provided during such year, then Lessor shall reimburse Lessee for the cost of the purchase and application of the fertilizer/chemicals; but
- (c) In no event shall the Lessee expend more than \$5,000 for fertilizer and chemicals or the application of same on the leased land nor shall Lessor be obligated to reimburse more than \$5,000 pursuant to this provision without the express, written consent of Lessor.

**Early Termination: Crop Losses;  
Reimbursement of Site Specific Expenses**

Lessor has reserved the right to terminate this lease upon 30 days notice to Lessee. This paragraph is meant to establish reimbursement of expenses and payments for lost crops if or when Lessor exercises that right to terminate.

If Lessor terminates this Lease by giving 30-day notice before Lessee has planted a crop in any calendar year, then no damages shall be payable by Lessor to Lessee and no rent payment shall be due from Lessee to Lessor.

If Lessor terminates this Lease by giving 30-day notice after Lessee has planted a crop in any calendar year of the term, then payment for lost, destroyed or abandoned crops will be based upon the lost yield per acre, determined by reference to the Michigan Agricultural Statistics forms for the most recent year and the price per bushel then extant, for each acre or part of an acre actually planted and lost, destroyed or abandoned off-set, however, by the rent payment due from Lessee to Lessor for that calendar year for the involved acreage.

**Signatures**

Lessor:

**Battle Creek Tax Increment Finance Authority**

By: \_\_\_\_\_

Alana White  
Its: Chairman

Date: \_\_\_\_\_

11/20/2020

Lessee:

**Hiscock Farms, Inc.**

Eric Hiscock

Its: PRESIDENT

Date: \_\_\_\_\_

11-11-20

Prepared by:

Mr. Joe Sobieralski  
Administrator  
Battle Creek Tax Increment Finance Authority  
4950 W. Dickman Road, Suite 1  
Battle Creek, MI 49037